REMARKS

Interview Summary

On September 13, 2006, the undersigned and Examiner Raman together with her supervisor, Chris Kelly, generally discussed all the claims and in particular discussed proposed amendments to claims 62, 71, and 79. It was agreed that the proposed amendments overcame the present rejections.

Additionally, amendments to claim 79 and its dependent claims were proposed to put the claims in an active form, which should cure any § 101 issues.

The undersigned also indicated that new dependent claims were going to be added in the present response to Office action and Examiner Raman indicated that there was a typo in the § 112 rejection—claim 71 should read claim 72.

§ 112 Rejections

Claims 62-78 were rejected due to the term "unique." Although the applicant's representative does not necessarily agree with the rejection, claims 62 and 72 have been amended to remove the term.

Prior art Rejections

Claim 62 was rejected under 35 U.S.C. § 102(e) as being anticipated by Knepper. Amended claim 62 recites, a transmitter to transmit an info segment including a content identifier to specify one particular content item, said info segment also including an interruption point specifier to identify a condition that, if detected during the display of the particular content item, will cause the display of an advertisement to replace the display of said one particular content item, wherein *prior to a use of the particular content item, the place in the content where the replacement might happen,* as a result of the detection of the condition during use of the one particular content item, *is not known.* Knepper does not anticipate amended claim 62.

In the Office action, the examiner asserts that Knepper's <ADOverlay> tag discloses an interruption point specifier. But the tags in Knepper such as <ADOverlay> and <ADInsert> merely indicate a sequence or order of play that is known upon creation of the instruction set. In particular, the placement of the <ADOverlay> tag dictates the *sequence* of play of the advertisement and entertainment media files. Thus, the instruction set dictates the order of play, which is clearly predetermined. *See, e.g.,* [0060]-[0065].

Knepper's <ADOverlay> tag differs from his <ADInsert> tag only in the content that is to be played; otherwise, both convey information as to order of play. Stated another way, the server may add an <ADOverlay> tag to an instruction set. This causes the instruction set that is sent to a particular user's machine to differ from the instruction set stored on a server. [0063]. As a result, the order in which media files are assembled on a particular client may differ from the order of files indicated in the unmodified instruction set. Nevertheless, as far as the client is concerned, whenever it recognizes an <ADOverlay> tag, an advertisement is to be placed in the sequence. [0052]. The server has "*complete control over the* content and *placement of the ads* within a show, even though this is eventually carried out on the client side." *Id.* (Emphasis added). Because a client places advertising files and entertainment files in the sequence dictated by the server, all places where an advertisement may be displayed are *predetermined, before the content is used or displayed.* As claim 62 is patentably distinguished over Knepper, claim 62 and claims dependent thereon in condition for allowance.

Under a similar analysis, claim 71 and claims dependent thereon are also patentably distinguished over Knepper.
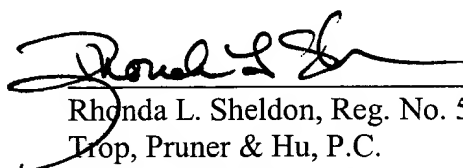
Claim 79 stands rejected under 35 U.S.C. § 102(e) as being anticipated by both Knepper and Zigmond. For at least the reasons expressed above, Knepper does not anticipate amended claim 79. Likewise, points of advertisement insertion are predetermined in Zigmond. *See, e.g.* Column 4, lines 36-52; column 16, lines 31-42. Thus, claim 79 and claims dependent thereon are also patentable over Zigmond.

CONCLUSION

In view of the amendments and remarks herein, the application is in condition for allowance. The Examiner's prompt action in accordance therewith is respectfully requested. The Commissioner is authorized to charge any additional fees or credit any overpayment to Deposit Account No. 20-1504 (BKA.0010US).

Respectfully submitted,

Date: <u>September 14, 2006</u>

Rhonda L. Sheldon, Reg. No. 50,457
Trop, Pruner & Hu, P.C.
1616 S. Voss Road, Suite 750
Houston, TX 77057
Phone: (713) 468-8880
Fax: (713) 468-8883